

<i>SERFF Tracking Number:</i>	<i>PERR-125912193</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>SUA Insurance Company</i>	<i>State Tracking Number:</i>	<i>## \$50</i>
<i>Company Tracking Number:</i>	<i>SUA-CA-AR-08-02-F</i>		
<i>TOI:</i>	<i>20.0 Commercial Auto</i>	<i>Sub-TOI:</i>	<i>20.0003 Other</i>
<i>Product Name:</i>	<i>Commercial Auto</i>		
<i>Project Name/Number:</i>	<i>SUA-CA-AR-08-02-F/SUA-CA-AR-08-02-F</i>		

Filing at a Glance

Company: SUA Insurance Company

Product Name: Commercial Auto

TOI: 20.0 Commercial Auto

Sub-TOI: 20.0003 Other

Filing Type: Form

SERFF Tr Num: PERR-125912193 State: Arkansas

SERFF Status: Closed State Tr Num: ## \$50

Co Tr Num: SUA-CA-AR-08-02-F State Status: Fees verified

Co Status: Reviewer(s): Llyweyia Rawlins,
Brittany Yielding

Authors: Laura Jennette, Andrei Disposition Date: 11/24/2008

Totoescu

Date Submitted: 11/24/2008

Disposition Status: Approved

Effective Date Requested (New): 02/01/2009

Effective Date (New): 02/01/2009

Effective Date Requested (Renewal): 02/01/2009

Effective Date (Renewal):

02/01/2009

State Filing Description:

General Information

Project Name: SUA-CA-AR-08-02-F

Project Number: SUA-CA-AR-08-02-F

Reference Organization: N/A

Reference Title: N/A

Filing Status Changed: 11/24/2008

State Status Changed: 11/24/2008

Corresponding Filing Tracking Number: N/A

Filing Description:

On behalf of SUA Insurance Company (the "Company"), we are introducing the following new optional endorsements:

- Non-Owned Trailer Physical Damage Coverage, SUA 5214 (01 09)

Coverage Effect: Broadens

Purpose: The form offers non-ISO coverage for non-owned autos – specifically trailers. It may be provided for a

Business Auto, Motor Carrier or Trucker risk's liability for physical damage to trailers, semi-trailers, dollies used to

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TOI:	20.0 Commercial Auto	Sub-TOI:	20.0003 Other
Product Name:	Commercial Auto		
Project Name/Number:	SUA-CA-AR-08-02-F/SUA-CA-AR-08-02-F		

convert a semi-trailer into a trailer, containers and the trailer's equipment while in the possession of the insured, which is neither owned or hired by the insured, nor subject to a written trailer interchange agreement. Therefore, this coverage varies from ISO Trailer Interchange Coverage under the Truckers Coverage Form.

The available coverage options are Legal Liability; Direct Coverage - Primary (without regard to legal liability); and Direct Coverage – Excess (excess over customer's policy, without regard to legal liability). Thereby, this coverage follows ISO Garagekeepers Insurance.

- Pollution Liability Sublimit– Broadened Coverage for Covered Autos – Business Auto, Motor Carrier and Truckers Coverage Forms, SUA 52 13 (05/08)

Coverage Effect: Broadens

Purpose: Provides a sublimit for pollution liability coverage. The Company utilized ISO form CA 99 48 to develop this endorsement.

The accompanying rules are exempt from filing requirements pursuant to 23-67-206.

Enclosed is authorization for Perr&Knight to submit this filing on behalf of the Company. All correspondence related to this filing should be directed to Perr&Knight. The Company has prepared the forms contained in this filing. If there are any requests for additional information related to items prepared by the Company, we will forward the request immediately to the Company contact. The Company response will be submitted to your attention as soon as we receive it.

We respectfully request that this filing be acknowledged or approved for use as of February 1, 2009.

Please do not hesitate to contact us if you have any questions.

Company and Contact

Filing Contact Information

(This filing was made by a third party - perrandknightactuaryconsultants)

Laura Jennette, State Filings Analyst	doi@perrknight.com
881 Alma Real Drive Suite 205	(310) 230-9339 [Phone]

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<i>Product Name:</i>	<i>Commercial Auto</i>		
<i>Project Name/Number:</i>	<i>SUA-CA-AR-08-02-F/SUA-CA-AR-08-02-F</i>		

Pacific Palisades, CA 90272

Filing Company Information

SUA Insurance Company	CoCode: 40134	State of Domicile: Illinois
222 S. Riverside Plaza	Group Code: -99	Company Type:
Chicago, IL 60606	Group Name:	State ID Number:
(312) 277-1600 ext. [Phone]	FEIN Number: 23-2182777	

SERFF Tracking Number:	PERR-125912193	State:	Arkansas
Filing Company:	SUA Insurance Company	State Tracking Number:	#? \$50
Company Tracking Number:	SUA-CA-AR-08-02-F		
TOI:	20.0 Commercial Auto	Sub-TOI:	20.0003 Other
Product Name:	Commercial Auto		
Project Name/Number:	SUA-CA-AR-08-02-F/SUA-CA-AR-08-02-F		

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	\$50 for the form filing
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
SUA Insurance Company	\$0.00	11/24/2008	

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
104301	\$50.00	11/20/2008

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<i>Project Name/Number:</i>	<i>SUA-CA-AR-08-02-F/SUA-CA-AR-08-02-F</i>		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	11/24/2008	11/24/2008

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<i>Project Name/Number:</i>	<i>SUA-CA-AR-08-02-F/SUA-CA-AR-08-02-F</i>		

Disposition

Disposition Date: 11/24/2008

Effective Date (New): 02/01/2009

Effective Date (Renewal): 02/01/2009

Status: Approved

Comment:

This filing is approved contingent on receiving the filing fees the company indicates in the filing that they have sent.

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Letter of Authorization	Approved	Yes
Form	NON-OWNED TRAILER PHYSICAL DAMAGE COVERAGE	Approved	Yes
Form	POLLUTION LIABILITY SUBLIMIT – BROADENED COVERAGE FOR COVERED AUTOS – BUSINESS AUTO, MOTOR CARRIER AND TRUCKERS COVERAGE FORMS	Approved	Yes

SERFF Tracking Number: PERR-125912193 State: Arkansas

Filing Company: SUA Insurance Company State Tracking Number: #? \$50

Company Tracking Number: SUA-CA-AR-08-02-F

TOI: 20.0 Commercial Auto Sub-TOI: 20.0003 Other

Product Name: Commercial Auto

Project Name/Number: SUA-CA-AR-08-02-F/SUA-CA-AR-08-02-F

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	NON-OWNED TRAILER PHYSICAL DAMAGE COVERAGE	SUA 5214	01 09	Endorsement/Amendment/Conditions	New	0.00	Non-Owned Trailer Physical Damage Coverage endt.pdf
Approved	POLLUTION LIABILITY SUBLIMIT – BROADENED COVERAGE FOR COVERED AUTOS – BUSINESS AUTO, MOTOR CARRIER AND TRUCKERS COVERAGE FORMS	SUA 5213	12 08	Endorsement/Amendment/Conditions	New	0.00	SUA 5213 _12 -08_ CommAuto PollutionLiab Broaded Form.pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-OWNED TRAILER PHYSICAL DAMAGE COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

SCHEDULE

Coverages	Limit Of Insurance For Non-Owned Trailers (Subject to Section D. of this endorsement)
Comprehensive	\$ MINUS \$ DEDUCTIBLE FOR EACH "NON-OWNED TRAILER", SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH "LOSS" IN ANY ONE EVENT;
OR	
Specified Causes Of Loss	\$ MINUS \$ DEDUCTIBLE FOR EACH "NON-OWNED TRAILER", SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH "LOSS" IN ANY ONE EVENT.
Collision	\$ MINUS \$ DEDUCTIBLE FOR EACH "NON-OWNED TRAILER".

Premium	
Comprehensive	\$
Specified Causes Of Loss	\$
Collision	\$

DIRECT COVERAGE OPTIONS

Indicate below with an "X" which, if any, Direct Coverage Option is selected. (If neither Direct Coverage Option is checked, this insurance applies on a legal liability basis.)

☐ EXCESS INSURANCE

If this box is checked, this insurance applies without regard to your or any other "insured's" legal liability for "loss" to a "non-owned trailer". However, this insurance is excess over any other collectible insurance regardless of whether the other insurance covers you, any other "insured" or the owner of the "non-owned trailer".

☐ PRIMARY INSURANCE

If this box is checked, this insurance applies without regard to your or any other "insured's" legal liability for "loss" to a "non-owned trailer" and is primary insurance.

A. This endorsement provides only those coverages:

1. Where a Limit of Insurance is shown for that coverage in the Schedule and
2. Premium is shown for that coverage in the Schedule.

B. Coverage

1. We will pay all sums the "insured" legally must pay as damages for "loss" to a "non-owned trailer" under:

a. Comprehensive Coverage

From any cause except:

- (1) The "non-owned trailer's" collision with another object; or
- (2) The "non-owned trailer's" overturn.

b. Specified Causes of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism, or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the "non-owned trailer".

c. Collision Coverage

Caused by:

- (1) The "non-owned trailer's" collision with another object; or
 - (2) The "non-owned trailer's" overturn.
2. We will have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for "loss" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

3. Who Is An Insured

The following are "insureds" for "loss" to "non-owned trailer" and its equipment:

- a. You.
- b. Your partners (if you are a partnership), or members (if you are a limited liability company), "employees", directors or shareholders while acting within the scope of their duties as such.

4. Coverage Extensions

The following applies as Supplementary Payments. In addition to the Limit of Insurance, we will pay for the "insured":

- a. All expenses we incur.
- b. The costs of bonds to release attachments in any "suit" against an "insured" we defend, but only for bond amounts within our Limit of Insurance.
- c. All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- d. All costs taxed against the "insured" in any "suit" against an "insured" we defend.
- e. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against an "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.

C. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss":

a. Nuclear Hazard

1. The explosion of any weapon employing atomic fission or fusion; or
2. Nuclear reaction or radiation or radioactive contamination, however caused.

b. War or Military Action

1. War including undeclared or civil war;
2. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
3. Insurrection, rebellion, revolution, usurped power or action taken by any governmental authority in hindering or defending against any of these.

c. Contractual Obligations

Liability resulting from any agreement by which the "insured" accepts responsibility for "loss".

d. Theft

"Loss" due to theft or conversion caused in any way by an insured.

e. Defective Parts

Defective parts or materials of the "non-owned trailer", and any "loss" resulting from same.

1. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" covered by this insurance:
 - a. Wear and tear, rust, corrosion, deterioration, inherent vice, latent defect, freezing, mechanical or electrical breakdown, unless caused by collision or overturn.
 - b. Blowouts, punctures or other road damage to tires.
2. We will not pay for loss of use, downtime, delay or loss of market or any other consequential damage that is beyond the direct physical loss of the "non-owned trailer".
3. We will not pay for "loss" or damage to any cargo or contents of a "non-owned trailer".

D. Limit Of Insurance And Deductible

1. The most we will pay for "loss" to any "non-owned trailer" is the lesser of:
 - a. Actual cash value of the trailer at the time of the loss.
 - b. The cost of repairing or replacing the trailer with like kind and quality property.
 - c. The amount shown in the Limit of Insurance Schedule.
2. Regardless of the number of "insureds", premiums paid, claims made or "suits" brought, the most we will pay for any "non-owned trailer" is the Limit of Insurance shown in the Schedule for each "non-owned trailer" minus the applicable deductible.
3. Regardless of the number of "insureds", premiums paid, claims made or "suits" brought, the most we will pay for all "non-owned trailers" *in any event* is 200% of the Limit of Insurance shown in the Schedule for each "non-owned trailer" minus the applicable deductible.
4. Regardless of the number of "insureds", premiums paid, claims made or "suits" brought, the most we will pay for all "non-owned trailers" *during the policy period* is 200% of the Limit of Insurance shown in the Schedule for each "non-owned trailer" minus the applicable deductible.
5. Sometimes to settle a claim or "suit", we may pay all or any part of the deductible. If this happens you must reimburse us for the deductible or that portion of the deductible that we paid.

E. Additional Definitions

As used in this endorsement:

1. "Non-owned trailer" means any trailer, semi-trailer or dolly used to convert a semitrailer into a trailer, and the trailer's equipment, while in your possession, and which is neither owned or hired by any "insured" nor subject to a "written trailer interchange agreement". "Non-owned trailer" also includes a container.
2. "Written Trailer Interchange Agreement" means a written agreement which requires one trucker to reimburse the other for any damage to the other's owned trailer while in his possession.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**POLLUTION LIABILITY SUBLIMIT–
BROADENED COVERAGE FOR COVERED AUTOS –
BUSINESS AUTO, MOTOR CARRIER AND TRUCKERS COVERAGE FORMS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Sublimit of Insurance:	\$	Per "Accident"
Deductible:	\$	Per "Accident"
Premium:	\$	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. Liability Coverage is changed as follows:

- Paragraph **a.** of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.
- With respect to the coverage afforded by Paragraph **A.1.** above, Exclusion **B.6. Care, Custody Or Control** does not apply.

B. Changes In Definitions

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

- D.** "Covered pollution cost or expense" means any cost or expense arising out of:

- Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- Any claim or "suit" by or on behalf of a governmental authority for "loss" because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

C. Pollution Liability Sublimit

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay under this endorsement for "covered pollution cost or expense" resulting from any one "accident" is the Per "Accident" Sublimit of Insurance shown in the Schedule of this endorsement.
2. The Per "Accident" Sublimit is within and not in addition to the Per "Accident" Limit of Insurance for Liability provided by the Coverage Form.

D. Pollution Liability Coverage Deductible

1. The "covered pollution cost or expense" resulting from any one "accident" that would otherwise be payable under this endorsement will be reduced by the deductible shown in the Schedule of this endorsement.
2. Our Right To Reimbursement
To settle any claim or "suit" we may pay all or any part of any deductible shown in the Schedule. If this happens, you must reimburse us for the deductible or the part of the deductible we paid.

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<i>Product Name:</i>	<i>Commercial Auto</i>		
<i>Project Name/Number:</i>	<i>SUA-CA-AR-08-02-F/SUA-CA-AR-08-02-F</i>		

Rate Information

Rate data does NOT apply to filing.

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Supporting Document Schedules

Satisfied -Name:	Uniform Transmittal Document-Property & Casualty	Review Status:	Approved	11/24/2008
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Comments:

Attachment:

2007 NAIC FFS.pdf

Satisfied -Name:	Letter of Authorization	Review Status:	Approved	11/24/2008
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Comments:

Attachment:

2008 Letter of Authorization.pdf

Effective March 1, 2007

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #		SUA-CA-AR-08-02-F		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)		N/A		
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	NON-OWNED TRAILER PHYSICAL DAMAGE COVERAGE	SUA 5214 01 09	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	POLLUTION LIABILITY SUBLIMIT – BROADENED COVERAGE FOR COVERED AUTOS	SUA 52 13 12 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		



*G. Michael Gooding, CPCU, ARe, AIAF, ARC, ARM
Director of Regulatory Affairs and Legal Compliance*

January 1, 2008

Re: SUA Insurance Company
NAIC Company Code 40134
Rate, Rule, and Form Filings

To Whom It May Concern:

Perr&Knight, Inc. is hereby authorized to submit rates, rule, and form filings on behalf of SUA Insurance Company. This authorization includes providing additional information and responding to questions regarding the filing on our behalf as necessary. This authorization is deemed to be in effect until rescinded in writing.

Please direct all correspondences and inquires related to this filing to Perr&Knight, Inc. at the following address:

State Filings Department
Perr&Knight, Inc.
881 Alma Real Drive, Suite 205
Pacific Palisades, CA 90272
Phone: (310) 230-9339
Fax: (310) 230-8529

Please contact me if you have any questions regarding this authorization.

Sincerely,

A handwritten signature in blue ink, appearing to read "G. Michael Gooding", is written over a large, stylized blue circular stamp or seal.

G. Michael Gooding, CPCU, ARe, AIAF, ARC, ARM
Director of Regulatory Affairs and Legal Compliance

GMG/lp